

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
HWG LLP	6831

3. This amendment is filed to accomplish the following indicated purpose(s):

☒ To give notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the 6 month period ending \_\_\_\_\_

☐ Other purpose (*specify*) \_\_\_\_\_

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

See Attached

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

Harris, Wiltshire & Grannis LLP changed its name to HWG LLP, effective August 15, 2022.

Registrant Name

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Former Name: Harris, Wiltshire & Grannis LLP

New Name: HWG LLP

PDF file(s) for Branch/Local Offices attached.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature<sup>1</sup>

12/16/2022

Kent D. Bressie

/s/Kent D. Bressie

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

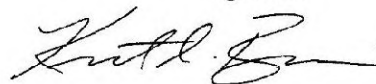
Date

Printed Name

Signature

September 11, 2022

Kent D. Bressie



**Appendix**

**Response to Item 5 of Amendment Attached**

List(s) of Branch/Local Office Addresses



***AMENDED AND RESTATED PARTNERSHIP  
AGREEMENT FOR HWG LLP***

This AMENDED AND RESTATED PARTNERSHIP AGREEMENT (“Agreement”), dated as of August 15, 2022, is made by and among the Partners (as defined herein) who have executed the signature page hereof.

WHEREAS, the Partners have agreed to conduct the Partnership’s business as a District of Columbia limited liability partnership since February 2, 1998;

WHEREAS, some of the Partners have previously from time-to-time amended and restated the Partnership agreement; and

WHEREAS, the Partners now wish to amend and restate the Partnership agreement.

NOW, THEREFORE, in consideration of the respective promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

“Act” means the D.C. Uniform Partnership Act of 2010 and any successor statute, as amended from time to time.

“Adjusted Capital Account Deficit” means, with respect to any Partner, the deficit balance, if any, in such Partner’s Capital Account as of the end of a Fiscal Year, after giving effect to the following adjustments:

- (a) A credit to such Capital Account of any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Treas. Reg. § 1.704-2(g) and (i)(5); and
- (b) Debits to such Capital Accounts of the items described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4)-(6).

This definition is intended to comply with the provisions of Treas. Reg. § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Agreement” has the meaning set forth in the preamble.

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AMENDED AND RESTATED PARTNERSHIP AGREEMENT  
AS OF AUGUST 15, 2022  
PAGE 1**

“Bankrupt Partner” means (except to the extent a Required Interest consents otherwise) any Partner

- (a) that: (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Partner a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Partner in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner’s or of all or any substantial part of the Partner’s properties; or
- (b) against which a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without the Partner’s consent or acquiescence, a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner’s properties has been appointed and 90 days have expired without the appointment’s having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“Bonus Distributions” means amounts, if any, determined in the discretion of the full Partnership to be paid to one or more Partners from the Bonus Pool.

“Bonus Pool” means an amount equal to three percent (3%) of the Partnership’s fee income for the first eleven months of the then-current year, which amount is available for the payment of Bonus Distributions.

“Buy-Out Price” means, with respect to a Partner who has died, withdrawn (including those considered to have withdrawn because of disability), been expelled, or retired, such Partner’s Capital Account as of the date of such Partner’s death, expulsion, retirement, or withdrawal.

“Capital Account” has the meaning given that term in Paragraph 4.05(a).

“Capital Contribution” means the amount of money and the initial Gross Asset Value of any property contributed by a Partner to the capital of the Partnership.

“Capital Shortfall” has the meaning given that term in Paragraph 4.02.

“Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.



“Code of Conduct” means the rules of professional conduct and the rules respecting the admission and discipline of attorneys adopted by any jurisdiction where such attorney is, as applicable, admitted to practice law or otherwise subject to the rules of professional conduct and rules respecting the admission and discipline of attorneys in such jurisdiction.

“Commitment” means (a) in the case of a Partner executing this Agreement as of the date of this Agreement, the aggregate amount specified for that Partner as that Partner’s Capital Contribution on Exhibit A, and (b) in the case of a Partnership Interest issued to a new Partner pursuant to Paragraph 3.05, the Commitment established pursuant thereto.

“Deficiency Partner” has the meaning given that term in Paragraph 5.05(c).

“Depreciation” means for each Fiscal Year or other period, the cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; *provided, however*, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Partnership.

“Dispose”, “Disposing”, or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

“Excess Permanent Capital” means with respect to each Partner and for any Fiscal Year the amount, if any, by which such Partner’s Permanent Capital for the current Fiscal Year is less than such Partner’s Permanent Capital for the previous Fiscal Year.

“Financial Interest” means, for each Partner or non-Partner, a fraction, the numerator of which is the number of Points assigned to such Partner or the number of Tracking Points assigned to such non-Partner, and the denominator of which is the total number of Points assigned to all Partners plus the total number of Tracking Points assigned to all non-Partners. The Financial Interest will be adjusted from time to time whenever there is an adjustment to the Points or Tracking Points and at any other time set forth in this Agreement. Use of the term “Financial Interest” with respect to a non-Partner does not suggest in any way that any non-Partner owns a Partnership Interest.

“Fiscal Year” means (i) the period commencing on January 15, 1998 and ending on December 31, 1998, (ii) any subsequent twelve (12) month period, or (iii) any portion of the period described in clause (ii) for which the Partnership is required to allocate Profits, Losses, and other items of Partnership income, gain, loss, or deduction pursuant to this Agreement.

“Former Partner” means a Partner who has died or has otherwise voluntarily or involuntarily withdrawn or been expelled from the Partnership.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

- (a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;
- (b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partnership, as of the following times: (i) the acquisition of an additional Partnership Interest by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property as consideration for a Partnership Interest; and (iii) the liquidation of the Partnership within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g); *provided, however*, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Partnership reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and
- (c) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution as determined by the Partnership.

“Licensing Act” means D.C. Code Ann. § 11-2501 *et seq.*, as amended from time to time, or, with respect to any attorney holding themselves out as practicing law in an office of the Partnership other than the District of Columbia, any analogous statute, regulation, rule of court, or other law applicable to such attorney.

“Net Book Value” means on a particular date an amount equal to the Partnership’s net book value as reflected on its books and records plus, if such amounts are not included therein, the Partnership’s unbilled time, accounts receivable (net of any reserve for doubtful accounts), accounts payable, and accrued expenses as of such date.

“Non-Equity Partner” has the meaning given that term in Paragraph 3.06.

“Non-Equity Partner Compensation Payments” has the meaning given that term in Paragraph 3.06.



“Partner” means any Person executing this Agreement as of the date of this Agreement as a Partner or hereafter admitted to the Partnership as a Partner as provided in this Agreement, but does not include any person who is a Former Partner in the Partnership.

“Partner Fixed Payments” has the meaning given that term in Paragraph 3.05.

“Partner Permanent Capital” means, with respect to any Fiscal Year, an amount equal to each Partner’s share of the Permanent Capital, as in effect and as adjusted for each Fiscal Year of the Partnership in accordance with Paragraphs 4.01 and 4.02 of this Agreement.

“Partnership” means HWG LLP, a District of Columbia limited liability partnership.

“Partnership Interest” means the combined rights and benefits of each Partner pursuant to such Partner’s Voting Interest and such Partner’s Financial Interest.

“Partnership Property” or “Property” means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property, accounts receivable, work in process, and goodwill.

“Payment Terms” has the meaning given that term in Paragraph 3.09(a) hereof.

“Permanent Capital” means the aggregate permanent capital that the Partnership shall be required to maintain, as determined by a Required Interest.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, or other entity, an unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

“Points” means the basic units used to quantify each Partner’s Financial Interest, which have been allocated to each Partner as set forth on Exhibit A. Points are adjusted from time to time in accordance with Paragraph 4.02.

“Prime Rate” means a rate equal to the prime lending rate charged by the Chase Bank, determined quarterly as of the first day of each quarter.

“Proceeding” means any action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative, or any inquiry or investigation that could lead to any of the foregoing.

“Profits” and “Losses” mean, for each Fiscal Year, an amount equal to the Partnership’s taxable income or loss for such year, determined in accordance with Code § 703(a) (including all items required to be stated separately pursuant to Code § 703(a)(1)) after deducting all compensation to non-Partners (including compensation based on Tracking Points) and all Partner

Fixed Payments and Non-Equity Partner Compensation Payments with the following adjustments:

- (a) Any income exempt from federal income tax not otherwise taken into account in computing Profits and Losses shall be included;
- (b) Any expenditures of the Partnership described in Code § 705(a)(2)(B) or treated as such pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(i) not otherwise taken into account in computing Profits and Losses shall be subtracted;
- (c) In the event any of the Partnership Property is revalued, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Property;
- (d) Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;
- (e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period; and
- (f) Any items which are specially allocated pursuant to Paragraph 5.03 shall not be taken into account in computing Profits or Losses.

“Reallocated Distributions” means the aggregate amount offset against the distributions otherwise payable to Deficiency Partners and paid instead to Partners having Excess Permanent Capital.

“Required Interest” means one or more Partners entitled to vote constituting two-thirds (2/3) or more of the aggregate number of Partners at the time of such vote.

“Residual Earnings” means the Partnership’s Profits for each Fiscal Year less all Bonus Distributions paid with respect to such Fiscal Year’s Profits.

“Successor” means (a) in the event of a Partner’s or Former Partner’s death, (i) a beneficiary or beneficiaries as identified in a writing signed by such Partner (or Former Partner) and delivered to the firm prior to such Partner’s (or Former Partner’s) death; or (ii) if no such written designation shall have been so delivered, the personal representative of such Partner’s or Former Partner’s estate; and (b) in the event of a Partner’s or Former Partner’s disability, the Partner’s or Former Partner’s attorney-in-fact under a durable power of attorney or court-appointed guardian or conservator.



“Tracking Points” means the basic units used to quantify each non-Partner’s Financial Interest as a method of calculating a portion of such non-Partner’s compensation. Tracking Points are allocated to each non-Partner employed by the Partnership in such amounts as the Partnership deems appropriate. Tracking Points will generally increase with seniority and level of responsibility, and may be adjusted or eliminated from time to time by the Partnership without any prior notice to any non-Partner. Tracking Points do not represent a Partnership Interest and do not entitle any non-Partner to participate in the management of the Partnership nor to share in the Profits and Losses of the Partnership nor to otherwise be entitled to receive or withdraw any Partnership Property at any time.

“Treasury Regulations,” “Treas. Reg.,” or “Reg.” means the income tax regulations promulgated under the Code as amended from time to time (including corresponding provisions of succeeding regulations).

“Voting Interest” means, for each Partner, a fraction, the numerator of which is one, and the denominator of which is the total number of Partners at the time of the applicable vote.

Other terms defined herein have the meanings so given them.

1.02 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles, Sections, and Paragraphs refer to Articles, Sections, and Paragraphs of this Agreement, and all references to Exhibits are to exhibits attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE 2 ORGANIZATION**

2.01 Formation. The Partners have agreed to conduct the Partnership’s business as a District of Columbia limited liability partnership. The Partnership has been organized as a District of Columbia limited liability partnership by filing a Statement of Qualification (“Statement”) under and pursuant to the Act.

2.02 Name. The name of the Partnership is “HWG LLP.” In the event a Partner whose name is included in the Partnership’s name leaves the Partnership by reason of death, disability, or retirement, the estate of the Partner, or the disabled or retiring Partner, hereby expressly authorizes and consents to the continued use of such Partner’s name, at the option of the Partnership. If a Partner whose name is included in the Partnership’s name withdraws or is expelled from the Partnership for any reason other than death, disability, or retirement, the Partnership may continue to use such Former Partner’s name in the Partnership’s name unless and until the Former Partner requests in writing that such Partner’s name be removed from the Partnership’s name; then such Former Partner’s name shall be deleted from the Partnership name within sixty (60) days from the date such request is received by the Partnership. In all cases, the use of an individual Partner’s name in the Partnership name is subject to, and conditioned upon,

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the Partnership being, and continuing to be, in good standing in the legal profession, and if such is not the case, the Partnership shall have no further right or claim to the continued use of a Partner's name thereafter.

2.03 Registered Office; Registered Agent; Offices. The registered office of the Partnership required by the Act to be maintained in the District of Columbia shall be the office of the initial registered agent named in the Statement or such other office (which need not be a place of business of the Partnership) as the Managing Partner may designate from time to time in the manner provided by law. The registered agent of the Partnership in the District of Columbia shall be the initial registered agent named in the Statement or such other Person or Persons as the Managing Partner may designate from time to time in the manner provided by law. The principal office of the Partnership in the United States shall be at such place as the Partnership may designate from time to time, and the Partnership shall maintain records there as required by the Act.

2.04 Purposes. The purpose of the Partnership is to engage in the practice of law through Persons qualified to practice law in the District of Columbia. The Partnership's activities shall be conducted in compliance with the Licensing Act and the Code of Conduct.

2.05 Mergers and Exchanges. The Partnership may be a party to any recapitalization, acquisition, restructuring, or merger in accordance with and as allowed by the Act.

### **ARTICLE 3**

#### **PARTNERSHIP; DISPOSITIONS OF INTERESTS**

3.01 Representations and Warranties; Covenants. Each Partner hereby represents, warrants, and covenants to the Partnership and each other Partner that: (a) such Partner is and will remain enrolled as an active member of the bar of the jurisdiction of the Partnership's office where such Partner holds themselves out as engaged in the practice of law, or is practicing in compliance, and will remain in compliance, with an exception recognized by the applicable rules addressing authorization to practice of law or analogous principles in such jurisdiction; (b) such Partner has duly executed and delivered this Agreement; (c) such Partner's execution, delivery, and performance of this Agreement do not conflict with any other agreement or arrangement to which such Partner is a party or by which such Partner is bound; and (d) such partner will comply with all of the provisions of the Code of Conduct, the Licensing Act, and any other laws, rules, and regulations governing the Partnership's or the Partner's practice of law.

3.02 Restrictions on Disposition of Interest. The parties have agreed that it is not desirable that any of the Partnership Interests be sold or transferred because the Partners desire to provide for continuity of management of the Partnership. The parties desire to ensure that no stranger becomes a Partner or the holder of a Partnership Interest without the consent of the other Partners. The parties believe it is in the best interest of the Partnership and the Partners to restrict the Disposition of Partnership Interests in the following manner. No Partner may Dispose of a Partnership Interest without the unanimous written consent of all of the other



Partners. Any attempted Disposition of a Partnership Interest, or any part thereof, without compliance with this Agreement shall be, and is hereby declared, null and void *ab initio*. The Partners agree that the foregoing transfer restriction is intended to permit the harmonious operation of the Partnership's business, is reasonable in view of the Partnership's purpose and the relationship of the Partners, and may be specifically enforced by the Partnership and each Partner.

3.03 Retirement, Withdrawal, Expulsion, or Death of a Partner.

- (a) Upon sixty (60) days' prior written notice to the Partnership, a Partner may retire or withdraw from the Partnership.
- (b) In the event that a Partner shall become disabled, as hereinafter defined, and remains so for a period of twelve consecutive months, or a total of twelve months out of eighteen consecutive months, such Partner shall be considered to have withdrawn from the Partnership on the first day of the month after said twelve-month period occurs, upon the terms and conditions hereinafter set forth.
  - (i) A Partner shall be considered disabled when such Partner shall sustain such physical or mental illness, drug or alcohol addiction or abuse, injury or incapacity as prevents such Partner from substantially performing the duties such Partner usually and normally performs on behalf of the Partnership. If there should be any disagreement as to whether a Partner is disabled, or as to the date of disability, the Partnership shall appoint a medical doctor who shall determine whether the Partner is disabled, and the date upon which such disability began, and such determination shall be binding upon the Partnership and the Partner. The Partnership shall pay the expenses incurred in arriving at such determination. Notwithstanding the foregoing, a Partner shall be conclusively presumed to have become disabled when such determination is made by any insurer providing disability insurance coverage to such Partner or to the Partnership.
  - (ii) During the first three months of disability described in Paragraph 3.03(b)(i) hereof, a disabled Partner shall continue to be allocated such Partner's share of Profits and Losses for such period. During any subsequent months of disability, a Partner shall not be allocated any share of the Profits or Losses and during such period.
  - (iii) At the end of the twelfth consecutive month or twelve months out of eighteen consecutive months of disability, the disabled Partner shall be considered to have withdrawn from the Partnership and shall be paid an amount equal to the Buy-Out Price, such payment to be made in accordance with the terms of Paragraph 3.04 with the Initial Payment Date (defined in Paragraph 3.04(a)) occurring on the last day of the month following the applicable twelve-month period. However, if prior to either of the twelve-month periods described in this



subparagraph, a Partner's disability shall terminate and such Partner is again able to and in fact does perform the duties such Partner usually and normally performed on behalf of the Partnership, but within one (1) year following termination of such disability such Partner shall again become disabled, then the subsequent disability shall be considered as a continuation of the prior disability and the provisions of this Paragraph 3.03(b) shall take effect as though the subsequent period of disability were a continuation of the prior period of disability.

- (c) A Partner may be expelled immediately, with or without cause, upon the affirmative vote of eighty percent (80%) of the total number of Partners (not including the Partner subject to being expelled) at a duly constituted meeting of the Partners specifically noticed for this purpose. If the Partnership is merged with or consolidated into any other firm, any Partner who is not permitted to remain or become a member, partner, or shareholder of the new firm shall be deemed to have been expelled. Upon expulsion, such Former Partner shall have thereafter no further professional duties to the Partnership and such Former Partner shall immediately remove himself or herself and his or her personal effects from the Partnership's offices.
- (d) Upon the withdrawal, retirement, or expulsion of any Partner, neither the Partner nor such Partner's Successor shall have any right or interest thereafter in or in respect of the Partnership, including without limitation, any Partnership Interest, and rights in specific Partnership Property, or any rights against the Partnership or any of the Partners. In full payment and in complete liquidation and satisfaction of all the rights and interests of any Former Partner in the Partnership, such Partner (or the Partner's Successor), shall become entitled to receive the Buy-Out Price, paid in accordance with Paragraph 3.04.
- (e) Upon the death of any Partner, such Partner's previously designated beneficiary (or if none has been designated, such Partner's estate) shall receive (in addition to the Buy-Out Price paid in accordance with Paragraph 3.04) such Partner's regular monthly distribution for the month in which the Partner died and the next full calendar month.

3.04 Payment Terms.

- (a) Payment of the Buy-Out Price shall be made on the following terms (the "Payment Terms"). Any such payments will be made in twelve (12) equal consecutive monthly installments, the first of which shall be paid on the last day of the month following the month in which the death, expulsion, retirement, or withdrawal occurs (the "Initial Payment Date"). Interest shall not accrue on any unpaid balance except that interest of one percent (1%) per month will accrue on amounts owed but not paid according to schedule. At the Partnership's option, payment may be made in kind rather than in cash.
- (b) The unpaid balance of the Buy-Out Price may be prepaid without penalty in full or in part at any time and from time to time. Notwithstanding the monthly payment terms set forth



in Paragraph 3.04(a), if the Partnership receives any insurance proceeds of life or disability insurance covering a Former Partner who has died or become disabled, such amounts shall be promptly paid to the Former Partner (or such Former Partner's Successor) as a prepayment of the amount due pursuant to Paragraph 3.04, and any insurance proceeds in excess of that owing to the Former Partner may be retained by the Partnership. All partial prepayments shall be applied against the installments in their order of maturity.

- (c) If the Former Partner is indebted to the Partnership for any reason, or if the Former Partner incurred a Capital Shortfall that has not been completely satisfied by the payment of Reallocated Distributions pursuant to Paragraph 5.05(c), such amounts shall be offset against the amounts payable to the Former Partner, and if the Partnership has entered into any guarantee on behalf of such Former Partner, such guarantee shall be discharged before any payment is made to such Former Partner and, in connection therewith, the Partnership shall have the right to apply any payments due to such Former Partner to the payment of the amount guaranteed. Any amounts owing to the Partnership, in excess of the amounts owing to such Former Partner, shall become immediately due and payable on demand.
- (d) On the Initial Payment Date, the Partnership and the Former Partner (or such Former Partner's Successor) shall execute documents and instruments of conveyance as may be necessary or appropriate in the opinion of the Partnership in connection with the termination of the Former Partner's Partnership Interest, and the withdrawal of the Former Partner as a Partner as of the date of retirement, withdrawal, expulsion, or death.
- (e) Except as provided in Paragraph 8.01(e), the Partnership shall hold the Former Partner (and such Former Partner's Successor) harmless from and against all liabilities that occur after the date of the Former Partner's retirement, death, expulsion, or withdrawal as a Partner.
- (f) If a Former Partner who is receiving installment payments under Paragraph 3.04 of this Agreement shall die before such Former Partner receives all of the installment payments to which such Former Partner is entitled, the amount due to such Former Partner will not be affected and the Partnership will continue to pay the remainder of the installment payments as they become due and payable to such Former Partner's Successor.

3.05 Additional Partners. Additional Persons may be admitted to the Partnership as Partners and Partnership Interests may be created and issued to those Persons and to existing Partners at the direction of a Required Interest on such terms and conditions as the Partnership may determine at the time of admission. The terms of admission or issuance must specify the Points and the Commitments applicable thereto. The Partnership may, at its discretion pursuant to the approval by a Required Interest, admit such Persons to the Partnership as Partners who will receive fixed payments in lieu of distributions for a period not to exceed eight (8) months ("Partner Fixed Payments"); provided, however, that after the earlier of eight (8) months or the



period for the making of Partner Fixed Payments established by the Required Interest, such Partner shall receive distributions pursuant to Paragraph 5.05 hereof. Any such admission is effective only after the Partnership's receipt of the new Partner's agreement to be bound by this Agreement, and such person's representation and warranty that the representations and warranties in Paragraph 3.01 are true and correct with respect to the new Partner, and that such person will comply with the covenants in Paragraph 3.01.

3.06 Non-Equity Partners. The Partnership shall have the power to admit "Non-Equity Partners" who may participate in Partnership meetings and other aspects of firm management just as other Partners do, and are eligible to serve in leadership positions within the firm. Non-Equity Partners (i) shall not be subject to any Permanent Capital requirement, (ii) shall have no Capital Account, (iii) shall have no Financial Interest, (iv) shall have no right to receive the Buy-Out Price or any right to receive any partnership property in the event of such Non-Equity Partner's disability, retirement, withdrawal, expulsion, or death, (v) shall not be allocated any Profits, Losses, or special allocations (except possible Bonus distributions in accordance with Paragraph 5.06), and (vi) shall not be entitled to receive any Distributions of Residual Earnings. Non-Equity Partners shall receive fixed payments (on a regular basis) of compensation for services rendered on behalf of the Partnership to be computed without regard to the Profits and Losses of the Partnership in accordance with Code § 707(c) (and not as Partnership distributions) and to be determined each year by recommendation of the Compensation Committee and approval of the Partnership as described in Paragraph 6.06 hereof (such payments hereinafter referred to as "Non-Equity Partner Compensation Payments").

3.07 Information.

- (a) In addition to the other rights specifically set forth in this Agreement, each Partner is entitled to all information to which such Partner is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated.
- (b) The Partners acknowledge that, from time to time, they may receive information from or regarding the Partnership or its clients in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner shall hold in strict confidence any information such Partner receives regarding the Partnership or its clients that is identified as being confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and may not disclose it to any Person other than another Partner, except for disclosures: (i) compelled by law (but the Partner must notify the Managing Partner promptly of any request for that information, if practicable, before disclosing it) or (ii) of information that the Partner also has received from a source independent of the Partnership that the Partner reasonably believes obtained that information without breach of any obligation of confidentiality. The Partners acknowledge that breach of the provisions of this Paragraph 3.07(b) may cause irreparable injury to the Partnership for which monetary damages are inadequate, difficult



to compute, or both. Accordingly, the Partners agree that the provisions of this Paragraph 3.07(b) may be enforced by specific performance without posting bond.

3.08 No Liability to Third Parties. No Partner shall be liable for the debts, obligations, or liabilities of the Partnership, including but not limited to a judgment, decree or order of a court, whether arising in contract, tort, or otherwise. No Partner shall be liable, directly or indirectly, by way of contribution or otherwise, for such an obligation solely by reason of being or so acting as a Partner.

#### **ARTICLE 4 CAPITAL CONTRIBUTIONS**

4.01 Contributions. Each Partner has been allocated an amount of Partner Permanent Capital in proportion to the number of Points listed for that Partner in Exhibit A. Persons becoming Partners in the Partnership after the effective date of this Agreement shall be required to fund their initial Partner Permanent Capital requirement in cash or such other manner as determined in the discretion of a Required Interest.

4.02 Subsequent Contributions; Points.

- (a) At any time that a Required Interest determines that additional Permanent Capital is required, the Partners will contribute the additional amount to the Partnership in cash within thirty (30) days of notice from the Partnership. The additional amount shall be paid by the Partners in proportion to the number of Points owned by each Partner at the date of the determination that additional Permanent Capital is required. If a Partner fails to timely pay such Partner's share of the additional Permanent Capital, such Partner is in breach of this Agreement and, without limiting any other rights or remedies available in law or equity, the Partnership may offset such amounts against any distributions to the breaching Partner until the contribution is satisfied.
- (b) As of the beginning of each year subsequent to the date hereof, the Partners' Points may be adjusted by the determination of a Required Interest of the Partnership. A Partner who is assigned additional Points becomes responsible to satisfy the resulting shortfall (a "Capital Shortfall") in such Partner's Partner Permanent Capital. The Capital Shortfall shall be satisfied over a period of one (1) year in the manner set forth in Paragraph 5.05(c).
- (c) Notwithstanding anything else set forth in subparagraph (b) of this Paragraph 4.02, the Executive Committee may, consistent with the Partnership's leave policies, adjust a Partner's Points ("Temporary Adjusted Points") if such Partner elects to reduce on a temporary basis such Partner's time and effort devoted to the business of the Partnership ("Temporary Point Reduction"). When the circumstances described in the preceding sentence end and the Partner returns to the usual and customary time and effort devoted to the business of the Partnership, the Temporary Point Reduction contemplated by this



subparagraph (c) shall end, and the amount of the Partner's Points shall revert (on a going-forward basis) from the Temporary Adjusted Points to the amount set by the determination of the Partnership described in subparagraph (b) (the "Pre-Reduction Points"). Without limiting the foregoing, the Partnership shall not make any distribution of cash or property to Partners from any income attributable to the difference between the applicable Partner's Temporary Adjusted Points and such Partner's Pre-Reduction Points unless and until authorized by the Executive Committee. At the earlier of (i) the end of the then-current Fiscal Year or (ii) the conclusion of the applicable Temporary Point Reduction, the Executive Committee may in its discretion restore some or all of the applicable Partner's Pre-Reduction Points for some or all of the period of the applicable Partner's reduced time and effort devoted to the business of the Partnership. Any income attributable to Points not so restored shall be allocated to other Partners pro-rata based on each such other Partner's Financial Interest.

4.03 Return of Capital Contributions. A Partner is not entitled to the return of any part of such Partner's Capital Contributions or to be paid interest in respect of either such Partner's Capital Account or such Partner's Capital Contributions except as specifically provided in this Agreement.

4.04 Advances from Partners. If the Partnership does not have sufficient cash to pay its obligations, any Partner(s) that may agree to do so with the Executive Committee's written consent may advance all or part of the needed funds to or on behalf of the Partnership. An advance described in this Paragraph 4.04 constitutes a loan from the Partner to the Partnership, shall bear interest at the Prime Rate from the date of the advance until the date of payment, and is not a Capital Contribution. All loans from Partners must be repaid in full before any distributions are made pursuant to Paragraph 5.05.

4.05 Capital Account.

- (a) *Maintenance.* The Partnership shall maintain a separate capital account ("Capital Account") for each Partner. A Partner's Capital Account shall be credited with such Partner's contributions to the capital of the Partnership, such Partner's allocable share of Profits and any items in the nature of income or gain specifically allocated pursuant to Paragraph 5.03, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Property distributed to such Partner, and shall be charged with such Partner's allocable share of Losses and the amount of any distributions made to such Partner and any items in the nature of expenses or losses specifically allocated pursuant to Paragraph 5.03 and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any Property contributed by such Partner to the Partnership. The foregoing provisions are intended to comply with Treas. Reg. § 1.704-1(b) and shall be interpreted in a manner consistent with such Regulation.



- (b) *Other Accounts.* The Partnership shall maintain such other books and records as will permit the following amounts to be computed: (i) Partner Permanent Capital; (ii) Excess Permanent Capital; and (iii) Residual Earnings.

## **ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS**

5.01 Allocation of Profits. Subject to the special allocations set forth in Paragraph 5.03, Profits for each Fiscal Year shall be allocated among the Partners as follows:

- (a) First, to those Partners who have received Bonus Distributions until the amount allocated to each such Partner pursuant to this Paragraph 5.01(a) for the current year equals the total Bonus Distributions paid to each such Partner in the current year; and
- (b) The balance, if any, to the Partners in proportion to their respective Financial Interests for the Fiscal Year in which such Profits were earned.

5.02 Allocation of Losses. Subject to the special allocations set forth in Paragraph 5.03, Losses for each Fiscal Year shall be allocated to the Partners in proportion to their respective Financial Interests for the Fiscal Year in which such Losses were incurred.

5.03 Special Allocations. Notwithstanding the provisions of Paragraphs 5.01 and 5.02, the following special allocations shall be made in the following order:

- (a) *Qualified Income Offset.* If any Partner's Capital Account is unexpectedly adjusted for, or such Partner is unexpectedly allocated or there is unexpectedly distributed to such Partner, any item described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4)-(6), and such treatment creates or increases a Partner's Adjusted Capital Account Deficit, then without regard to the allocation provisions provided in Paragraphs 5.01 and 5.02, the Partnership shall allocate to such Partner items of Partnership income and gain (as determined by the Partnership) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such Adjusted Capital Account Deficit as quickly as possible.
- (b) *Gross Income Allocation.* In the event that a Partner has a deficit Capital Account at the end of the Partnership Fiscal Year which is in excess of the sum of (i) the amount the Partner is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount the Partner is deemed to be obligated to restore pursuant to Treas. Reg. § 1.704-2(g)(1) and (i)(5), the Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Paragraph 5.03(b) shall be made only if and to the extent that the Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 5 have been tentatively made as if Paragraph 5.03(a) and (b) were not in this Agreement.

5.04 Other Allocation Rules.

- (a) If new Partners are admitted to the Partnership at a later date, the Profits or Losses allocated to the Partners for each such Fiscal Year during which Partners are so admitted shall be allocated among the Partners in proportion to the number of Points each holds from time to time during such Fiscal Year in accordance with Code § 706, using any convention permitted by law and selected by the Partnership.
- (b) If any Partner received Partner Fixed Payments during the Fiscal Year, then notwithstanding the allocation rules in Paragraphs 5.01 and 5.02 hereof, Profits and Losses shall be allocated to such Partner for such Fiscal Year only for those periods of the Fiscal Year in which such Partner was receiving distributions rather than Partner Fixed Payments.

5.05 Distributions.

- (a) Except as otherwise provided or contemplated in this Agreement (including without limitation with respect to Partners receiving Partner Fixed Payments in lieu of distributions), the Partnership shall make distributions (after taking into account the cash needs of the Partnership) at such times as determined by the Partnership of Residual Earnings to the Partners in proportion to their respective Financial Interests.
- (b) *Reallocated Distributions.* Notwithstanding anything to the contrary herein, if a Partner (a “Deficiency Partner”) incurs a Capital Shortfall, then in equal installments over a period of one (1) year the original Capital Shortfall shall be debited and offset against the amounts otherwise payable to the Deficiency Partner pursuant to Paragraph 5.05(a) and (b) and shall be paid instead to Partners having Excess Permanent Capital (in proportion to the amounts of each such Partner’s Excess Permanent Capital) or retained by the Partnership if no Partner has Excess Permanent Capital.

5.06 Allocation of the Bonus Pool. The Compensation Committee shall recommend, and the full Partnership shall determine, from time to time and no less frequently than at the end of each year, whether any Partners, Non-Equity Partners, or other professionals have contributed substantially more to the Partnership’s success during the year than was anticipated and reflected in the compensation arrangements agreed upon in advance. To the extent that the Partnership believes that one or more Partners, Non-Equity Partners, or other professionals have made such contributions, the full Partnership may authorize Bonus Distributions to such persons. Any such Bonus Distributions will be based upon exceptional performance during the year, considering hours worked, fees originated, experience, skill, expertise, duties, and responsibilities during that year. Any amounts not allocated as Bonus Distributions shall be removed from the Bonus Pool and treated as Residual Earnings, to be distributed to the Partners in accordance with Paragraph 5.05 or in any other manner determined by a Required Interest.



6.03 Selection of Executive Committee

- (a) Membership. The Executive Committee shall be composed of a Chairman selected by the full Partnership as described in Paragraph 6.02(b), and five other Partners (except to the extent that there is a vacancy on the Executive Committee).
- (b) Initial Election and Terms. The initial members of the Executive Committee (other than the Chairman) shall be nominated by the Chairman and approved by the Partnership by the vote of a Required Interest. At the time of such nomination by the Chairman, the Chairman shall designate three of the initial members of the Executive Committee to serve a one-year term and two of the initial members of the Executive Committee to serve a two-year term. Thereafter, the term of office of each member of the Executive Committee (other than the Chairman) shall be two years; provided, however, that the Chairman may extend the term of any Executive Committee member for ninety (90) days.
- (c) Vacancies. In the event of any vacancy on the Executive Committee, the Executive Committee shall nominate a replacement member to serve until the expiration of the term for which he or she was elected. Any such proposed replacement member must be approved by the Partnership by the vote of a Required Interest.
- (d) Nomination and Election. Before the end of each Executive Committee member's term, the Executive Committee (including the Executive Committee member whose term is ending) shall nominate a Partner to serve as a member on the Executive Committee upon expiration of the term of such Executive Committee member. Any such member must be approved by the Partnership by the vote of a Required Interest.
- (e) Term Limits. No Executive Committee member (other than the Chairman) may serve more than two full terms consecutively; provided, however, that an Executive Committee member that serves as a replacement member for less than a full term is eligible immediately thereafter to serve two full terms consecutively. No Executive Committee member who ceases to be an Executive Committee member shall serve on the Executive Committee again until at least one year has elapsed since such former Executive Committee member last served on the Executive Committee.
- (f) Removal. An Executive Committee member (including the Chairman) may be removed from office by the vote of a Required Interest of the Partnership.

6.04 Managing Partner. The Executive Committee shall appoint a Partner, who may or may not be from among the members of the Executive Committee, to serve as Managing Partner. The Managing Partner shall (a) implement Executive Committee and full Partnership decisions; (b) manage the business and affairs of the Partnership in a manner consistent with the decisions of the Executive Committee and the full Partnership; and (c) handle such other matters as the

Executive Committee may delegate. The Managing Partner shall serve at the pleasure of the Executive Committee. The Executive Committee shall be responsible for supervision of the Managing Partner, including without limitation with respect to establishing an appropriate allocation of the Managing Partner's business time between firm administration and law practice. The Executive Committee, rather than the Compensation Committee, shall recommend compensation for the Managing Partner, which recommendation shall be considered for approval by the full Partnership together with the Compensation Committee's proposals for compensation of each Partner other than the Managing Partner (as described in Paragraph 6.06).

6.05 Compensation Committee. In November of each year the Chairman shall nominate a Compensation Committee. The Compensation Committee shall be charged with developing an equitable allocation of Points and Tracking Points and distributions from the Bonus Pool for consideration and approval by the full Partnership pursuant to the terms and conditions hereof. The Compensation Committee shall be composed of the Chairman, the Managing Partner, and five other Partners nominated by the Chairman and approved by the full Partnership. No more than three members of the Executive Committee (including the Chairman) shall serve on the Compensation Committee.

## **ARTICLE 7 PARTNERS**

### **7.01 Meetings of Partners.**

- (a) Regular meetings of the Partners shall be held not less frequently than once per quarter, at a time and place specified by the Chairman. An annual meeting of the Partners, for the transaction of such business as may properly come before the meeting, shall be held at such place on such date and at such time as the Chairman shall set forth in the notice of the meeting, which date shall be within 13 months subsequent to the date of the last annual meeting of Partners.
- (b) Special meetings of the Partners for any proper purpose or purposes may be called at any time by the Chairman or by sixty percent (60%) or more of the Partners. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Partners.
- (c) Written notice stating the place, day, hour, and purpose or purposes of a special meeting shall be delivered to each Partner not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail or e-mail, by or at the direction of the Persons calling the meeting.
- (d) No business of the Partnership may be legally transacted at any regular meeting or any special meeting of the Partners unless, at the time of the commencement of the meeting, and also at the time any vote is taken, there shall be a quorum of Partners present in



person, or by proxy. "Quorum" as used herein is defined to mean not less than a majority of Partners (in person or by proxy).

- (e) The following actions shall require the approval of the Partners in the following manner:
  - (1) Amendment of this Agreement must be approved by eighty percent (80%) of the Partners;
  - (2) Admission of a new Partner to the Partnership must be approved by a Required Interest;
  - (3) Merger with another law firm or firms must be approved by a Required Interest;
  - (4) Expulsion of a Partner pursuant to Paragraph 3.03 hereof must be approved by eighty percent (80%) of the Partners (not including the Partner subject to being expelled);
  - (5) Termination of the Partnership as provided in Article 12 must be approved by a Required Interest;
  - (6) Sale of all or a substantial part of the Partnership's business must be approved by a Required Interest; and
  - (7) Opening an additional office location for the Partnership must be approved by a Required Interest.
- (f) Except as otherwise provided in this Agreement, matters submitted to a vote of the Partners shall be determined by a majority of the Partners.
- (g) All meetings of the Partners shall be held at the principal place of business of the Partnership or at such other place within the District of Columbia as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Partners may participate in any such meeting by means of conference telephone or similar communications equipment pursuant to Paragraph 7.04.

7.02 Proxies. A Partner entitled to vote may do so either in person or by proxy executed in writing by the Partner. A telegram, telex, cablegram, fax, e-mail, or similar transmission by the Partner, or a copy of writing executed by the Partner, shall be treated as an execution in writing for purposes of this Paragraph. Proxies for use at any meeting of Partners or in connection with the taking of any action by written consent shall be filed with the Chairman before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Chairman, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the Executive Committee, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two (2) or more Partners to act as proxies, unless that instrument shall provide to the contrary, a majority of such Partners present at any meeting at

## ARTICLE 6 MANAGEMENT OF THE PARTNERSHIP

### 6.01 Executive Committee

- (a) Powers. Except where the approval of the full Partnership is required or contemplated by this Agreement or required by applicable law, (i) the powers of the Partnership shall be exercised by or under the authority of, and the business and affairs of the Partnership shall be managed under the direction of, an Executive Committee; and (ii) the Executive Committee may make any decision and take any action for the Partnership.
- (b) Report to Partnership. The Executive Committee shall report to the Partnership about its decisions and actions reasonably promptly after making any such decision or taking any such action. The Executive Committee (or the Managing Partner as designated by the Executive Committee) shall from time-to-time provide reports to the Partnership, using a generally accepted and consistent format, on the firm's financial position, performance, and changes in financial position.
- (c) Majority Vote. All decisions of the Executive Committee shall be taken by a majority vote of the members (including the Chairman) of the Executive Committee.
- (d) Calling Meeting. In addition to the right of the Chairman to call a meeting of the Executive Committee as set forth in Paragraph 6.02(a), a majority of the members of the Executive Committee may call a meeting of the Executive Committee and prepare an agenda for any such meeting.

### 6.02 Chairman

- (a) Duties. The Chairman shall call and preside over all meetings of the Partnership and the Executive Committee, and shall prepare an agenda for each such meeting; provided, however, that the foregoing is not intended to limit, abridge, or modify any other right, pursuant to this Agreement or applicable law, of any Partner with respect to calling a meeting of the Partnership or any Executive Committee member with respect to calling a meeting of the Executive Committee.
- (b) Election. The Chairman shall be selected by the vote of a Required Interest of the Partnership and shall serve for a three-year term, unless the Chairman earlier resigns or is removed and replaced by the vote of a Required Interest of the Partnership. Special elections to fill vacancies in the office of Chairman for the remainder of a term shall be held as needed.



which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred; or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Partnership shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Points that are the subject of such proxy are to be voted with respect to such issue.

7.03 Conduct of Meetings. All meetings of the Partners shall be presided over by the Chairman or, in the Chairman's absence, the Chairman's designee. The Chairman (or the Chairman's designee), subject to the oversight of the Executive Committee, shall determine the order of business and the procedure at the meeting including such regulation of the manner of voting and the conduct of discussion as seem to the Chairman in order. Notwithstanding the other provisions of this Agreement, the Chairman (or designee) shall have the power to adjourn such meeting from time to time, without any notice other than an announcement at the meeting of the time and place of the holding of the adjourned meeting; *provided, however*, postponement of a meeting under no circumstances shall exceed a period of sixty (60) days from the date of the original meeting date. Upon resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

7.04 Action by Written Consent or Teleconference.

- (a) Any action required or permitted to be taken at any annual or special meeting of Partners may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of (i) with respect to any action required under this Agreement to be made based upon the percentage of Points voting to take such action, not less than the minimum Points that would be necessary to take such action at a meeting at which the holders of all Voting Interest entitled to vote on the action were present and voted; and (ii) with respect to all other actions, a majority of the Partners. Every written consent shall bear the date of signature of each Partner who signs the consent. No written consent shall be effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Partnership in the manner required by this Paragraph, a consent or contents signed by, as applicable, the holder or holders of not less than the minimum Points that would be necessary to take the action that is the subject of the consent, or a majority of the Partners, are delivered to the Partnership at its registered office or its principal place of business, or to the Chairman. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Partnership's principal place of business shall be addressed to the Chairman. An e-mail, or similar transmission by a Partner, or a copy of a writing signed by a Partner, shall be regarded as signed by the Partner for the purpose of this Paragraph. Prompt notice of the taking of any action by Partners without a meeting by less than unanimous written consent shall be given to those Partners who did not consent in writing to the action.



- (b) The record date for determining Partners entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is properly delivered.
- (c) If any action by Partners is taken by written consent, any articles or documents filed with the Corporations Division of the District of Columbia Department of Consumer and Regulatory Affairs as a result of the taking of the action shall state, in lieu of any statement required by the Act concerning any vote of Partners, that written consent has been given in accordance with the provisions of the Act and that any written notice required by the Act has been given.
- (d) Partners entitled to vote may participate in and hold a meeting by conference telephone or similar communications equipment by means of which all Partners participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Partner participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE 8 INDEMNIFICATION**

### **8.01 Indemnification of Partners.**

- (a) *Indemnified Obligations.* Except as otherwise set forth in this Paragraph 8.01, the Partnership hereby agrees to indemnify, defend, and hold harmless each Partner from any reasonable costs incurred in connection with the defense of claims which may be asserted for liability or damages arising out of, related to, or in connection with services rendered or performed for or on behalf of the Partnership (“Professional Services”). Such indemnification shall survive a Partner’s retirement, death, or withdrawal from the Partnership.
- (b) *Insurance.* The Partnership agrees to maintain professional liability or malpractice insurance (“Insurance”) to cover liability asserted against the Partnership and/or the Partners arising out of, related to, in connection with, or by virtue of Professional Services rendered or performed by the Partnership or any of its Partners, in such amounts as may be determined from time to time by the Partnership. To the extent that the activities of a particular Partner or Partners materially raises the premiums required to maintain adequate Insurance, such Partner or Partners may be required to pay for all or some portion of the increase in premium at the discretion of a Required Interest.
- (c) *No Indemnity for Wrongdoing.* Anything contained herein to the contrary notwithstanding, a Partner (or Former Partner) shall not be entitled to the indemnification rights afforded in this Paragraph 8.01 with respect to any claim that arises from or is the result of any act or omission by that Partner (“Wrongdoing Partner”) which constitutes



gross negligence or willful misconduct. In addition, each Wrongdoing Partner, which may include a Former Partner, shall jointly and severally with any other Wrongdoing Partner indemnify, defend, and hold harmless the Partnership and each of the Partners who are not Wrongdoing Partners from any and all liabilities, costs, losses, claims, demands, expenses, damages, or other charges (including without limitation, costs, expenses, and reasonable attorneys' and accountants' fees) arising from or as a result of such Wrongdoing Partner's gross negligence or willful misconduct.

- (d) *Indemnification Procedure.* A Partner or Former Partner shall give the Partnership notice ("Indemnification Notice") of a claim subject to indemnification ("Indemnified Claim") within thirty (30) days after the Partner or Former Partner first acquires knowledge thereof. The Partnership shall thereafter at its own cost and expense, settle, discharge, or undertake to defend the Partner or Former Partner against such Indemnified Claim and the Partner or Former Partner giving the Indemnification Notice shall cooperate with the Partnership in connection therewith. The Partnership shall have the sole responsibility for the conduct of such defense. Without the prior written consent of the Partnership, no Partner or Former Partner shall enter into any settlement or compromise of an Indemnified Claim or take any action that might impair the Partnership's rights under the policy of Insurance.

8.02 Advance Payment. The right to indemnification conferred in this Article 8 shall include the right to be paid or reimbursed by the Partnership for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the indemnitee's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Partnership of a written affirmation by such Person of such Person's good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article 8 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article 8 or otherwise.

8.03 Indemnification of Employees and Agents. The Partnership, by adoption of a resolution of a Required Interest, may indemnify and advance expenses to an employee or agent of the Partnership to the same extent and subject to the same conditions under which it may indemnify and advance expenses to a Partner under this Article 8.

8.04 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article 8 shall not be exclusive of any other right which a Partner or any other Person indemnified pursuant to Paragraph 8.03 may have or hereafter acquire under any law (common or statutory), provision of this Agreement, agreements, vote of the Partners, or otherwise.

8.05 Insurance. The Partnership may purchase and maintain insurance (including the Insurance) to protect itself, the Partners, and any Person who is or was serving as an employee or



agent of the Partnership against any expense, liability, or loss, whether or not the Partnership would have the power to indemnify such Person against such expense, liability, or loss under this Article 8.

8.06 Partner Notification. To the extent required by law, any indemnification of or advance of expenses to a Partner or other Person in accordance with this Article 8 shall be reported in writing to the Partners with or before the notice or waiver of notice of the next annual meeting of Partners or with or before the next submission to the Partners of a consent to action without a meeting and, in any such case, within the twelve (12) month period immediately following the date of the indemnification or advance.

8.07 Savings Clause. If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Partnership shall nevertheless indemnify and hold harmless each Partner or any other Person who would otherwise have been indemnified pursuant to this Article 8 as to costs, charges, and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or Proceeding, whether civil, criminal, administrative, or investigative, to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **ARTICLE 9 TAXES**

9.01 Tax Matters Partner; Partnership Representative. The "tax matters partner" (as such term is defined in Section 6231(a)(7) of the Code prior to amendment by the Bipartisan Budget Act of 2015 (the "Pre-Amendment Code")) of the Partnership (the "TMP") shall be designated by, and may be removed by, the Executive Committee. The "partnership representative" (as such term is defined in Section 6223(a) of the Code, the "PR") shall be designated by, and may be removed by, the Executive Committee. The TMP or the PR, as applicable, shall comply with the responsibilities outlined in Sections 6221 through 6233 of the Pre-Amendment Code (including the Regulations promulgated thereunder), in the case of the TMP, and Sections 6221 through 6235 of the Code (including the Regulations promulgated thereunder), in the case of the PR. The TMP and the PR shall have such authority as is prescribed by applicable tax law, including the authority to represent the Partnership before a taxing authority, court, or other applicable governmental authority in respect of any audit, examination, contest, litigation or other proceeding by or against any taxing authority relating to or affecting the Partnership or the Partners (in their capacity as such). Any Partner who is designated the TMP or PR shall inform each other Partner of all significant matters that may come to such Partner's attention in such Partner's capacity as TMP or PR and shall forward to each other Partner copies of all significant written communications such TMP or PR may receive in that capacity.

9.02 Tax Returns. The TMP or PR, as applicable, shall cause to be prepared and filed all necessary federal and state income tax forms and returns for the Partnership, and shall make



the elections described in Paragraph 9.03. Each Partner shall furnish to the TMP or PR, as applicable, all pertinent information in such Partner's possession relating to Partnership operations that is necessary to enable the Partnership's income tax forms and returns to be prepared and filed.

9.03 Tax Elections. Subject to the limitations stated in Paragraph 9.01, the TMP or PR, as applicable, shall make any tax-related election as such TMP or PR may deem appropriate and in the best interests of the Partnership or the Partners.

## **ARTICLE 10**

### **BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

10.01 Maintenance of Books. The Partnership shall keep books and records of accounts and shall keep minutes of the proceedings of its Partners at its chief executive office. The Partnership's tax forms and returns shall be prepared on a cash basis. The Partnership shall make available to any Partner information concerning the Partnership's business and affairs reasonably required for the proper exercise of the Partner's rights and duties under this Agreement or the Act, and permit inspection and copying of Partnership records at the reasonable request, and at the expense, of any Partner during normal business hours.

10.02 Reports. Within a reasonable period following the end of each Fiscal Year, the PR shall cause each Partner to be furnished with a federal (and, where applicable, state) income tax reporting Form K-1 or its equivalent.

10.03 Accounts. The Partnership shall establish and maintain one or more separate bank investment accounts and arrangements for Partnership funds in the Partnership's name with financial institutions and firms that the Managing Partner determines. The Partnership may not commingle the Partnership's funds with the funds of any Partner; however, Partnership funds may be invested in a manner the same as or similar to the Partners' investment of their own funds.

## **ARTICLE 11**

### **BANKRUPTCY OF A PARTNER**

11.01 Bankrupt Partners. If any Partner becomes a Bankrupt Partner, the Partnership shall have the option, exercisable by notice to the Bankrupt Partner (or such Bankrupt Partner's representative) at any time prior to the 180<sup>th</sup> day after the Partnership's receipt of notice of the occurrence of the event causing him to become a Bankrupt Partner, to buy, and on the exercise of this option the Bankrupt Partner or the Bankrupt Partner's representative shall sell, the Bankrupt Partner's Partnership Interest. The purchase price shall be an amount equal to the Buy-Out Price, payable on the terms set forth in Paragraph 3.04. The payment to be made to the Bankrupt Partner or the Bankrupt Partner's representative pursuant to this Paragraph 11.01 is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Partner and the Bankrupt Partner's representative (and of all Persons claiming by, through, or under the Bankrupt Partner



and the Bankrupt Partner's representative) in and in respect of the Partnership, including, without limitation, any Partnership Interest, any rights in specific Partnership Property, and any rights against the Partnership and (insofar as the affairs of the Partnership are concerned) against the Partners, and constitutes a compromise to which all Partners have agreed pursuant to the Act.

## **ARTICLE 12**

### **DISSOLUTION, LIQUIDATION, AND TERMINATION**

12.01 Dissolution. The Partnership shall dissolve and its affairs shall be wound up on the first to occur of (a) the written consent of a Required Interest; or (b) the entry of a decree of judicial dissolution of the Partnership. The Partnership shall not be dissolved upon the death, incompetence, retirement, resignation, withdrawal, expulsion, or bankruptcy of a Partner.

12.02 Liquidation and Termination. On dissolution of the Partnership, the Managing Partner shall act as liquidator. The Managing Partner shall proceed diligently to wind up the affairs of the Partnership and make final distributions as provided herein and in the Act. The costs of liquidation shall be treated as a Partnership expense. Until final distribution, the Managing Partner shall continue to operate the Partnership's business with all of the power and authority of the Managing Partner. The steps to be accomplished by the liquidator are as follows:

- (a) the liquidator shall cause the notice described in the Act to be mailed to each known creditor of a claimant against the Partnership;
- (b) the liquidator shall pay, satisfy, or discharge from Partnership funds all of the debts, liabilities, and obligations of the Partnership (including, without limitation, all expenses incurred in liquidation and any advances described in Paragraph 4.04) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and
- (c) all remaining Partnership Property shall be distributed to the Partners in an amount corresponding to their respective positive Capital Account balances, as determined after taking into account all adjustments to Capital Accounts for the Fiscal Year during which the liquidation occurs; such distributions will be made by the end of the Partnership's Fiscal Year during which the liquidation occurs (or within 90 days after the date of liquidation, if later).

The distribution of cash and/or property to a Partner in accordance with the provisions of this Paragraph 12.02 constitutes a complete return to the Partner of such Partner's Capital Contributions and a complete distribution to the Partner of such Partner's Partnership Interest and all the Partnership's property and constitutes a compromise to which all Partners have consented within the meaning of the Act. To the extent that a Partner return funds to the Partnership, such Partner has no claim against any other Partner for those funds.



12.03 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, upon dissolution of the Partnership a deficit in a Partner's Capital Account shall not be an asset of the Partnership and such Partner shall not be obligated to contribute such amount to the Partnership to bring the balance of such Partner's Capital Account to zero.

12.04 Articles of Dissolution. On completion of the distribution of Partnership assets as provided herein, the Partnership is terminated, and the Managing Partner (or such other Person or Persons as the Act may require or permit) shall file Articles of Dissolution with the Corporations Division of the Department of Consumer and Regulatory Affairs of the District of Columbia, and take such other actions as may be necessary to terminate the Partnership.

### **ARTICLE 13 GENERAL PROVISIONS**

13.01 Amendment or Modification. This Agreement may be amended or modified from time to time only by written instrument executed and agreed to by eighty percent (80%) or more of the Partners.

13.02 Offset. Whenever the Partnership is to pay any sum to any Partner, any amounts that Partner owes to the Partnership may be deducted from that sum before payment.

13.03 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either (1) by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested; or (2) by delivering that writing to the recipient in person or by courier. Any notice, request, or consent given under this Agreement is effective on receipt. All notices, requests, and consents to be sent to a Partner must be sent to or made at the addresses given for that Partner on Exhibit A, the address for such Partners in the Partnership's records, or such other address as that Partner may specify by notice to the other Partners. Any notice, request, or consent to the Partnership, the Executive Committee, the Managing Partner or the PR must be given at the following address or such other address that constitutes the Partnership's principal place of business: 1919 M Street, N.W., Eighth Floor, Washington, D.C. 20036. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time for such notice, shall be deemed equivalent to the giving of such notice.

13.04 Entire Agreement. This Agreement constitutes the entire agreement of the Partners relating to the Partnership and supersedes all prior contracts or agreements with respect to the Partnership, whether oral or written.



13.05 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of such Person's obligations hereunder or with respect to the Partnership is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations. A party's failure to complain of any act of any Person or to declare any Person in default, regardless of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until (and only to the extent that) the applicable statute of limitation period has run.

13.06 Binding Effect. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Partners and their respective heirs, legal representatives, successors, and assigns.

13.07 Governing Law; Severability. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE DISTRICT OF COLUMBIA, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any mandatory provision of the Act, the Licensing Act, or any other applicable District of Columbia law, the applicable provisions of the Act, the Licensing Act, or any other applicable District of Columbia law shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provisions shall be enforced to the greatest extent permitted by law.

13.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Partner shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

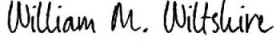
13.09 Waiver of Certain Rights. Each Partner irrevocably waives any right such Partner may have to maintain any action for dissolution of the Partnership or for partition of the Property of the Partnership.


13.10 Indemnification. To the fullest extent permitted by law, each Partner shall indemnify the Partnership and each other Partner and hold all of them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any breach by that Partner of this Agreement.

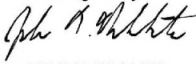
13.11 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

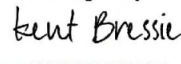
IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first set forth above:

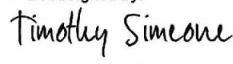
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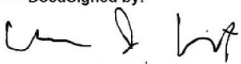
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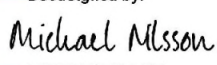
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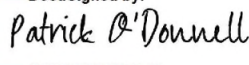
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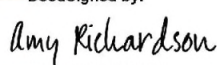
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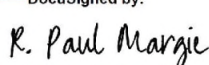
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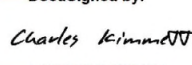
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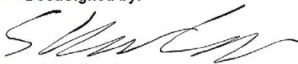
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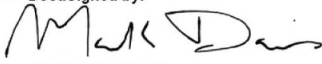
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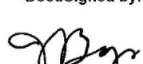
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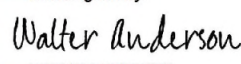
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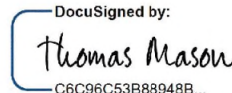
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**AMENDED AND RESTATED PARTNERSHIP AGREEMENT**  
**AS OF AUGUST 15, 2022**  
**PAGE 29**

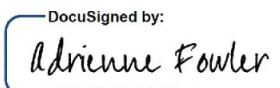



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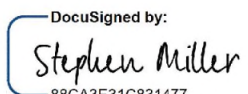
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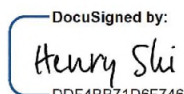
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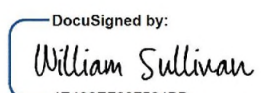
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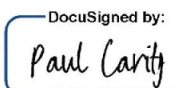
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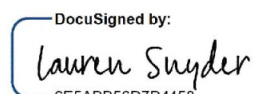
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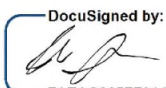
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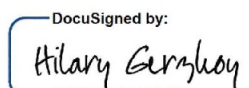
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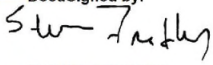
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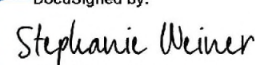
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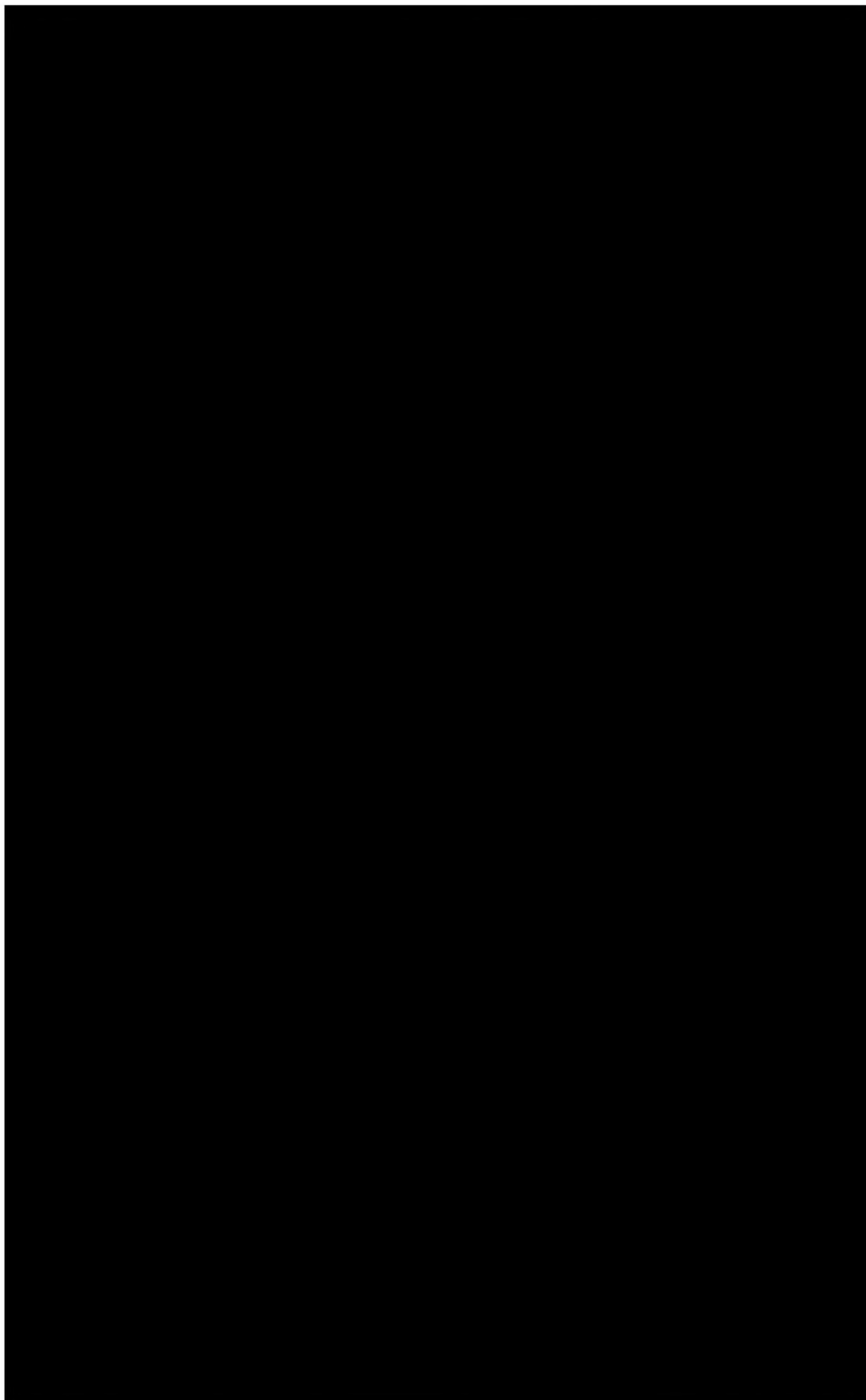
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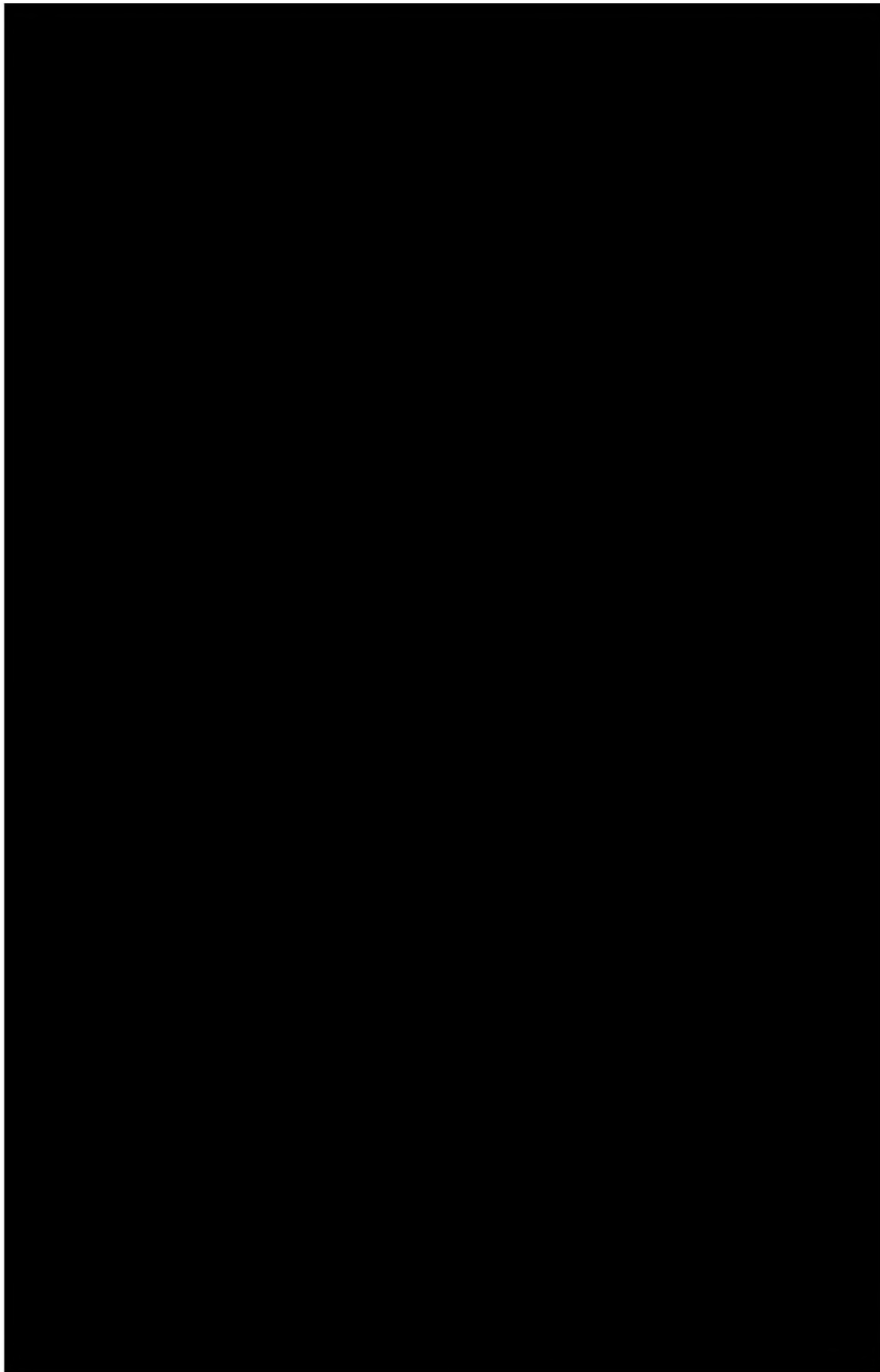
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**HWG LLP**  
**AMENDED AND RESTATED PARTNERSHIP AGREEMENT**  
**AS OF AUGUST 15, 2022**  
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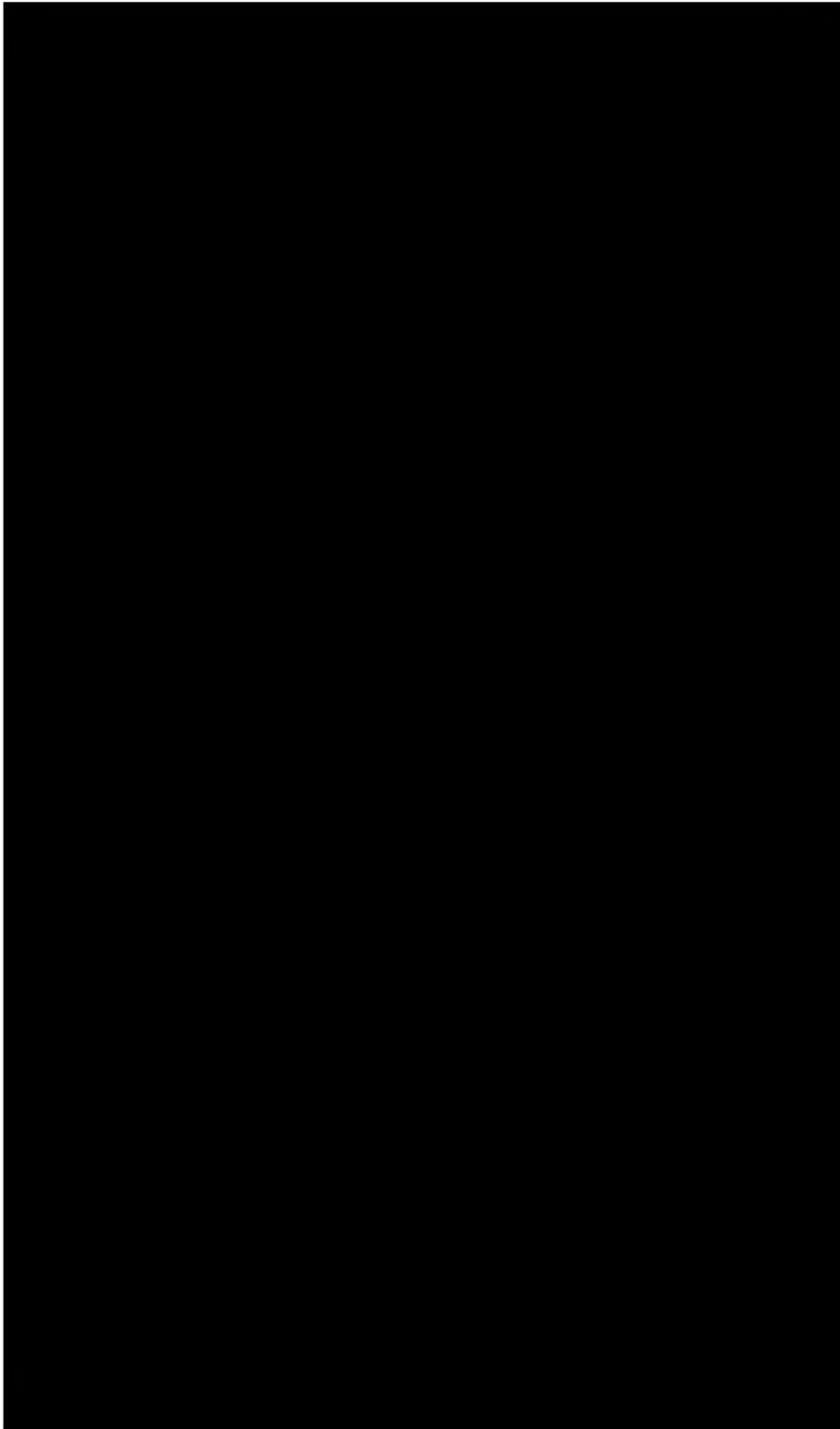


**EXHIBIT A**









**HARRIS, WILTSHIRE & GRANNIS LLP  
AMENDED AND RESTATED AGREEMENT**

